

RECEIVED

DEC 12 2001

RECEIVED

DEC 12 2001

CRUMB & MUNDING, P.S.

WITHERSPOON, KELLEY
DAVENPORT TOOLE

1 Patrick M. Risken
2 EVANS, CRAVEN & LACKIE, P.S.
3 818 West Riverside Ave., Suite 250
4 Spokane, Washington 99201
5 (509) 455-5200
6 Attorneys for Defendant
7 Walker Parking Consultants/Engineers, Inc.

COPY RECEIVED
MANDALL & DANSKIN P.S.

DEC 12 2001

CITY'S FOR

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF WASHINGTON
10 AT SPOKANE

DEC 12 2001

JAMES R. LARSEN, CLERK
DEPUTY
SPOKANE, WASHINGTON

11 NUVEEN QUALITY INCOME MUNICIPAL FUND,)
12 INC.; NUVEEN PREMIUM INCOME MUNICIPAL)
13 FUND 4, INC., STRONG MUNICIPAL BOND FUND,) CS-01-0127 EFS
14 INC.; SMITH BARNEY MUNICIPAL FUND LIMITED)
15 TERM; SMITH BARNEY MUNICIPAL HIGH-INCOME)
16 FUND; VANGUARD HIGH-YIELD TAX EXEMPT) DEFENDANT WALKER
17 FUND; U.S. BANK TRUST NATIONAL ASSOCIATION,) PARKING
18 in its capacity as Indenture Trustee on behalf of Holders of) CONSULTANTS/
19 Spokane Downtown Foundation Parking Revenue Bonds;) ENGINEERS, INC's
20 and ASSET GUARANTEE INSURANCE COMPANY,) ANSWER AND
21) AFFIRMATIVE
22) DEFENSES TO CITY'S
23) CROSS CLAIM, AND
24) COUNTERCLAIM
25) THERETO

Plaintiffs,

v.

23 PRUDENTIAL SECURITIES INCORPORATED, a)
24 Delaware corporation; WALKER PARKING)
25 CONSULTANTS/ENGINEERS, INC., a Michigan)
26 corporation; FOSTER PEPPER & SHEFELMAN)
27 PPLC, a Washington professional limited liability)
28 company; SPOKANE DOWNTOWN FOUNDATION,)
29 a Washington corporation; PRESTON GATES & ELLIS)
30 LLP, a Washington limited liability partnership;)
31 CITIZENS REALTY COMPANY, a Washington)
32 corporation; LINCOLN INVESTMENT COMPANY OF)
33 SPOKANE, a Washington corporation; River Park)
34 Square, L.L.C., a Washington limited liability company,)
RPS II, L.L.C., a Washington limited liability company;)
RWR MANAGEMENT, INC., a Washington corporation,)

Evans, Craven & Lackie, P.S.

ANSWER TO CROSS CLAIMS BY DEFENDANT
WALKER PARKING CONSULTANTS - 1

818 W. Riverside, Suite 250
Spokane, Washington 99201-0910
(509) 455-5200; fax 455-3632

1 d/b/a R. W. ROBIDEAUX AND COMPANY; CITY OF)
2 SPOKANE, WASHINGTON, a first-class charter city of)
3 the State of Washington; SPOKANE PUBLIC)
4 DEVELOPMENT AUTHORITY, an unregistered)
5 Washington corporation, doing business as RIVER)
6 PARK SQUARE PARKING,)

7 Defendants.)

8 CITY OF SPOKANE,)

9 Third-Party Plaintiff,)
10)

11 v.)
12)

13 ROY KOEGEN and ANNE KOEGEN, a marital)
14 community, and PERKINS COIE, LLP,)

15 Third-Party Defendants.)
16)

17
18 In Answer to the Cross Claims filed by the City of Spokane in this matter, as against
19 Defendant Walker Parking Consultants/Engineers, Inc., by and through its undersigned
20 counsel, said Defendant alleges and states as follows:
21

22
23 1.1 Defendant Walker Parking Consultants/Engineers, Inc. (hereinafter "Walker")
24 is without sufficient information as to form any belief as to the truth or accuracy of the
25 allegations made in Paragraphs 1.1, 1.2 and 1.3 of the City of Spokane's (hereinafter "City")
26 Counterclaim and Cross Claim, and therefore denies same.
27

28
29 1.2 Defendant Walker denies the allegations contained in Paragraph 1.4 of the
30 City's Counterclaim and Cross Claim.
31

32 1.3 Defendant Walker admits that it had previously provided professional services
33
34

ANSWER TO CROSS CLAIMS BY DEFENDANT
WALKER PARKING CONSULTANTS - 2

Evans, Craven & Lackie, P.S.

818 W. Riverside, Suite 250
Spokane, Washington 99201-0910
(509) 455-5200; fax 455-3632

1 for other projects across the Country which included a Nordstrom, in response to Paragraph
2
3 1.5 of the City's Counterclaim and Cross Claim.

4 1.4 Defendant Walker is without sufficient information as to form any belief as
5
6 to the truth or accuracy of the allegations made in Paragraphs 1.6, 1.7, 1.8, 1.9, 1.10, 1.11 and
7
8 1.12 of the City's Counterclaim and Cross Claim, and therefore denies same.

9 1.5 Defendant Walker admits that it began discussions with the City in 1995,
10
11 regarding various services relating to the RPS Garage. To the extent that the allegations of
12
13 Paragraph 1.13 are inaccurate, they are denied.

14 1.6 Defendant Walker is without sufficient information as to form any belief as
15
16 to the truth or accuracy of the allegations made in Paragraph 1.14 of the City's Counterclaim
17
18 and Cross Claim, and therefore denies same.

19 1.7 Defendant Walker is without sufficient information as to form any belief as
20
21 to the truth or accuracy of the allegations made in the first sentence of Paragraph 1.15 of the
22
23 City's Counterclaim and Cross Claim, and therefore denies same. Defendant Walker denies
24
25 the remainder of that Paragraph.

26 1.8 Defendant Walker denies the allegations contained in Paragraph 1.16 of the
27
28 City's Counterclaim and Cross Claim; the Consultant's Agreement referenced therein speaks
29
30 for itself.

31 1.9 Defendant Walker submits that the terms of its Agreement with the City are
32
33
34

1 stated in the Consultant's Agreement between those parties. Therefore, to the extent that the
2
3 allegations in Paragraphs 1.17, 1.18 and 1.19 of the City's Counterclaim and Cross Claim are
4 inconsistent therewith, those allegations are denied.

5
6 1.10 Defendant Walker is without sufficient information as to form any belief as
7 to the truth or accuracy of the allegations made in Paragraphs 1.20, 1.21 and 1.22 of the City's
8
9 Counterclaim and Cross Claim, and therefore denies same.

10
11 1.11 Defendant Walker denies the allegations contained in Paragraphs 1.23 and
12 1.24 of the City's Counterclaim and Cross Claim.

13
14 1.12 In Answer to Paragraph 1.25 of the City's Counterclaim and Cross Claim,
15 Defendant Walker admits that it issued its Feasibility Analysis in June 1996. Since the
16
17 remainder of that Paragraph is inconsistent with the text of that Analysis, and contains
18 hyperbole, it is denied.

19
20 1.13 In Answer to Paragraph 1.26 of the City's Counterclaim and Cross Claim,
21
22 Defendant Walker admits that it issued its Public Use Study at the City's request in October
23 1996. To the extent that the remainder of that Paragraph is inconsistent with the text of that
24
25 Study, it is denied.

26
27 1.14 Due to the argumentative nature of the Counterclaim and Cross Claim
28 by the City, Defendant Walker denies the allegations of Paragraphs 1.27, 1.28, 1.29, 1.30,
29 1.31, 1.32, 1.33, 1.34 and 1.35.

30
31 1.15 Defendant Walker is without sufficient information as to form any belief as
32
33
34

1 to the truth or accuracy of the allegations made in Paragraphs 1.36, 1.37, 1.38 and 1.39 of the
2 City's Counterclaim and Cross Claim, and therefore denies same.
3

4 1.16 Due to the argumentative nature of the Counterclaim and Cross Claim
5 by the City, Defendant Walker denies the allegations of Paragraphs 1.40 insofar as it purports
6 to state Walker's Glen Edwards' testimony before the City Council. That testimony is a
7 matter of public record, and to the extent that the allegations of Paragraph 1.40 are inaccurate,
8 incomplete, or otherwise inconsistent with Mr. Edwards' recorded testimony, they are denied.
9
10
11

12 1.17 Defendant Walker is without sufficient information as to form any belief as
13 to the truth or accuracy of the allegations made in Paragraphs 1.41, 1.42, 1.43, 1.44, 1.45,
14 1.46, 1.47, 1.48, 1.49, 1.50, 1.51, 1.52, 1.53, 1.54, 1.55, 1.56, 1.57, 1.58, 1.59, 2.57 [sic],
15 1/60, 1.61, 1.62, 1.63 and 1.64 of the City's Counterclaim and Cross Claim, and therefore
16 denies same.
17
18
19

20 1.18 In light of the record produced for the City of Spokane regarding all aspects
21 of the River Park Square project in 1995, 1996 and 1997, and before and after those years,
22 Defendant Walker denies the allegations of Paragraph 1.65 of the City's Counterclaim and
23 Cross Claim.
24
25

26 1.19 Defendant Walker is without sufficient information as to form any belief as
27 to the truth or accuracy of the allegations made in Paragraphs 1.66, 1.67, 1.68, 1.69, 1.70,
28 1.71, 1.72, 1.73, 1.74, 1.75 and 1.76 of the City's Counterclaim and Cross Claim, and
29 therefore denies same.
30
31

32 1.20 Defendant Walker asserts that the Supreme Court Decision cited by the City
33
34

1 in Paragraph 1.77 of the Counterclaim and Cross Claim speaks for itself, and denies any
2 allegation in that Paragraph which is inconsistent with that Decision.
3

4 1.21 Defendant Walker is without sufficient information as to form any belief as
5 to the truth or accuracy of the allegations made in Paragraphs 1.78, 1.79, 1.80, 1.81 and 1.82
6 of the City's Counterclaim and Cross Claim, and therefore denies same.
7

8 1.22 Defendant Walker admits that "cinema patrons" had been a source of
9 projected parking revenues, as reflected in its Analysis. Beyond that, the allegations of
10 Paragraph 1.83 of the City's Counterclaim and Cross Claim are denied; the document speaks
11 for itself.
12

13 1.23 Defendant Walker is without sufficient information as to form any belief as
14 to the truth or accuracy of the allegations made in Paragraphs 1.84, 1.85, 1.86, 1.87, 1.88, 1.89,
15 1.90, 1.91, 1.92, 1.93, 1.94, 1.95, 1.96, 1.97, 1.98, 1.99, 1.100, 1.101, 1.102, 1.103, 1.104,
16 1.105, 1.106, 1.107 and 1.108 of the City's Counterclaim and Cross Claim, and therefore
17 denies same. Defendant Walker submits that the record reflecting the actions or events
18 alleged those particular Paragraphs "speak for themselves", and that the actual testimony
19 transcript and other portions of the record herein is the only accurate statement of what has
20 transpired herein.
21
22
23
24
25
26
27

28 II. CLAIMS.

29 **First Claim - Declaratory Relief Re Scope of Loan Pledge** 30 **(Against All Parties)** 31

32 2.1 Defendant Walker realleges all previous Paragraphs herein, as if fully set forth
33 herein, consistent with Paragraph 2.1 of the City's Counterclaim and Cross Claim.
34

Evans, Craven & Lackie, P.S.

ANSWER TO CROSS CLAIMS BY DEFENDANT
WALKER PARKING CONSULTANTS - 6

818 W. Riverside, Suite 250
Spokane, Washington 99201-0910
(509) 455-5200; fax 455-3632

1 2.2 This Claim does not involve Defendant Walker Parking Consultants/
2
3 Engineers, Inc., and it therefore denies all allegations in Paragraphs 2.2, 2.3, 2.4, 2.5, 2.6, 2.7,
4 2.8, 2.9, 2.10, 2.11, 2.12, 2.13 and 2.14 of the City's Counterclaim and Cross Claim.

5
6 **Second Claim - Alternative Declaratory Relief Re Validity of Loan Pledge**
7 **(Against All Parties)**

8 2.3 Defendant Walker realleges all previous Paragraphs herein, as if fully set forth
9
10 herein, consistent with Paragraph 2.15 of the City's Counterclaim and Cross Claim.

11 2.4 This Claim does not involve Defendant Walker Parking Consultants/
12
13 Engineers, Inc., and it therefore denies all allegations in Paragraphs 2.16, 2.17, 2.18, 2.19,
14 2.20, 2.21, 2.22, 2.23 and 2.24 of the City's Counterclaim and Cross Claim.

15
16 **Third Claim - Professional Negligence and Negligent Misrepresentation**
17 **(Against Defendant Walker)**

18 2.5 Defendant Walker realleges all previous Paragraphs herein, as if fully set forth
19
20 herein, consistent with Paragraph 2.25 of the City's Counterclaim and Cross Claim.

21 2.6 Due to the way that it is phrased by the City, Defendant Walker denies the
22
23 allegations contained in Paragraph 2.26 of the City's Counterclaim and Cross Claim.
24
25 Defendant Walker admits that it owed the duty to use ordinary care and/or skill in the field
26 of its endeavor, in the performance of its professional services.

27
28 2.7. Defendant Walker denies the allegations of Paragraphs 2.27, 2.28 and 2.29 of
29
30 the City's Counterclaim and Cross Claim.

31 2.8 Defendant Walker further submits that this claim is not legally cognizable
32
33
34

1 under the law of the State of Washington, in an action between two parties who are parties
2 to a contract (see next Claim), that the City knows that and, therefore, this "Claim" is
3 frivolous.
4

5
6 **Fourth Claim - Breach of Contract**
7 **(Against Defendant Walker)**

8 2.9 Defendant Walker realleges all previous Paragraphs herein, as if fully set forth
9 herein, consistent with Paragraph 2.30 of the City's Counterclaim and Cross Claim.
10

11 2.10 Defendant Walker admits the allegations of Paragraph 2.31 of the City's
12 Counterclaim and Cross Claim.
13

14 2.11 Defendant Walker denies the allegations of Paragraph 2.32 of the City's
15 Counterclaim and Cross Claim as phrased. The Consultant's Agreement between the parties
16 sets forth the terms of the contract between the parties thereto.
17
18

19 2.12 Defendant Walker denies the allegations of Paragraphs 2.33 and 2.34 of the
20 City's Counterclaim and Cross Claim
21

22 **Fifth Claim - Indemnification**
23 **(Against Defendant Walker)**

24 2.13 Defendant Walker realleges all previous Paragraphs herein, as if fully set forth
25 herein, consistent with Paragraph 2.35 of the City's Counterclaim and Cross Claim.
26
27

28 2.14 Defendant Walker denies the allegations of Paragraph 2.36 of the City's
29 Counterclaim and Cross Claim as phrased. The Consultant's Agreement between the parties
30 sets forth the terms of the contract between the parties thereto.
31

32 2.15 Defendant Walker denies the allegations of Paragraphs 2.37 and 2.38 of the
33
34

1 City's Counterclaim and Cross Claim

2
3 **Sixth Claim - Mistake and Commercial Frustration**
4 **(Against the Authority and Developers)**

5 2.16 Defendant Walker realleges all previous Paragraphs herein, as if fully set forth
6 herein, consistent with Paragraph 2.39 of the City's Counterclaim and Cross Claim.
7

8 2.17 Defendant Walker denies the allegations of Paragraphs 2.40, 2.41, 2.42, 2.43,
9 2.44, 2.45, 2.46, 2.47 and 2.48 of the City's Counterclaim and Cross Claim.
10

11 **Seventh Claim - Breach of Duties of "Public/Private Partner"**
12 **(Against the Developers)**

13 2.18 Defendant Walker realleges all previous Paragraphs herein, as if fully set forth
14 herein, consistent with Paragraph 2.49 of the City's Counterclaim and Cross Claim.
15

16 2.19 This Claim does not involve Defendant Walker Parking Consultants/
17 Engineers, Inc., and it therefore denies all allegations in Paragraphs 2.50, 2.51, 2.52, 2.53,
18 2.54, 2.55, 2.56, 2.57, 2.58, 2.59, 2.60, 2.61, 2.62 and 2.63 of the City's Counterclaim and
19 Cross Claim.
20
21
22

23 **AFFIRMATIVE DEFENSES**

24 Having fully answered the City's Cross Claim against it herein, and as Affirmative
25 Defenses thereto, Defendant Walker Parking Consultants/Engineers, Inc., states:
26

27 1. That the City's Cross Claim fails to state any claim against Defendant Walker,
28 upon which relief can be granted.
29

30 2. That the City itself was negligent or otherwise guilty of careless conduct
31
32
33
34

ANSWER TO CROSS CLAIMS BY DEFENDANT
WALKER PARKING CONSULTANTS - 9

Evans, Craven & Luckie, P.S.

818 W. Riverside, Suite 250
Spokane, Washington 99201-0910
(509) 455-5200; fax 455-3632

1 which proximately caused and contributed to the events set forth in the City's Cross Claim,
2 and/or either of the pending "Bondholders' Suits" , and the damages alleged to flow
3 therefrom, if any.
4

5
6 3. The damages alleged by the City herein, if any, were proximately caused by
7 intervening negligence or other wrongful conduct of other persons or entities over which this
8 Defendant had no control.
9

10
11 4. That the City exercised its own independent business judgment through this
12 matter;
13

14 5. Estoppel;

15 6. Statute of limitations;

16 7. Frivolous action;

17
18 8. Defendant Walker Parking Consultants/Engineers, Inc., herein reserves its
19 right to amend this Answer to include such additional defenses and/or counter and/or cross
20 claims as are warranted under the facts of this case and as allowed by Washington law.
21
22

23 COUNTERCLAIM

24
25 Having fully Answered the City of Spokane's Cross Claim, and as its Counterclaim
26 against the City of Spokane, Defendant and Defendant Walker Parking
27 Consultants/Engineers, Inc. (hereinafter "Walker Parking") alleges as follows:
28

29 1. Defendant City of Spokane (hereinafter "City") is a municipal corporation and
30 first-class charter city of the State of Washington.
31

32 2. Defendant Walker Parking is an Indiana corporation which performs parking
33
34

1 consulting, design, engineering and analysis services nationwide. Its principal place of
2 business is Indianapolis, Indiana.

3
4 3. On July 18, 2000, the City of Spokane filed a Complaint for Breach of
5 Contract, Professional Negligence, Civil Conspiracy To Divert Public Funds To A Private
6 Entity For A Private Purpose, Breach Of Fiduciary Duty, Declaratory Judgment And Other
7 Claims, naming Walker Parking as a Defendant, and known as *City of Spokane vs. Walker*
8 *Parking Consultants/Engineers, Inc., et al.*, Spokane County, Washington, Superior court No.
9 00-2-04173-4. That Complaint was then twice amended, and then voluntarily dismissed on
10 the eve of the simultaneous filing of the main action herein, and the City's Answer thereto.
11 The original Superior Court Complaint was filed by the City without any previous discussion
12 between the City's counsel and anyone from Walker Parking or its attorneys.
13
14

15
16 4. In its Superior Court action, by its original and First Amended Complaints,
17 the City of Spokane alleged, against Walker Parking, causes of action for Professional
18 Malpractice, Negligent Misrepresentation, Breach of Contract, Indemnification and Civil
19 Conspiracy. Because of those allegations, Walker Parking has been injured in its reputation
20 and has lost business opportunities nationwide.
21
22

23 5. Specifically, the Original and First Amended Complaints alleged both
24 negligence and breach of contract causes of action, as does the Cross Claim herein, against
25 Defendant Walker.
26
27

28 6. In Washington State, a negligence claim is not legally cognizable when the
29
30
31
32
33
34

1 action stems from a contract. The City's claims against Walker in the Superior Court case,
2 and in this case, stem from their contract.
3

4 7. The City knew that its negligence claims against Walker were not legally
5 supportable when it filed the present Cross Claim.
6

7 8. Walker Parking has been damaged by those allegations, and has incurred
8 extensive attorney's fees and costs defending those negligence claims in not only this action,
9 but also in the Superior Court action.
10
11

12 9. In fact, Walker Parking had filed and served a Motion to Dismiss the
13 negligence claims against it, in the Superior Court suit, two weeks before the City voluntarily
14 dismissed that suit to pursue the same claims herein.
15
16

17 10. The City's negligence claims against Walker Parking in this case are
18 frivolous.
19

20 11. Additionally, in the Original and First Amended Complaints in the Superior
21 Court, the City alleged that Walker Parking was somehow involved in a vast "Civil
22 Conspiracy", and actually submitted a claim so entitled.
23
24

25 12. Upon the filing of the Second Amended Complaint therein, that claim was
26 dropped by the City and its new counsel.
27

28 13. At the time that said Second Amended Complaint was filed, present counsel
29 for the City, and/or other City officials, admitted in and were quoted in the local media as
30 stating that there was no merit to such a claim.
31

32 14. Defendant Walker Parking incurred great expense in defending a claim which
33
34

1 the City admitted, in public, had no merit.

2 15. The City's previous "Civil Conspiracy" claim was also frivolous.

3
4 16. On November 30, 2000, Walker Parking Consultants/Engineers, Inc., filed
5
6 with the City a Tort Claim, regarding the frivolous nature of its claims against it, as required
7
8 under RCW 4.96.020 and Spokane Municipal Code 4.02.030.

9 17. Because of those allegations made against Walker Parking Consultants, in its
10
11 Complaint and Amended Complaint, which were made without contact between Walker
12
13 Parking and the City and without reasonable legal or factual investigation, Defendant Walker
14
15 Parking Consultants/Engineers, Inc., has been damaged in its reputation and business, and has
16
17 incurred substantial attorneys fees and costs, in amounts to be proved at the time of trial or
18
19 motion.

20 WHEREFORE, Defendant Walker Parking Consultants/Engineers, Inc., prays for the
21
22 following:

- 23 1. Dismissal of the City of Spokane's Cross Claims against it, with prejudice;
24
25 2. An award of all actual damages proximately caused by the City's frivolous
26
27 allegations and causes of action against Walker Parking Consultants;
28
29 3. An award of this Defendant's attorney's fees and costs incurred in
30
31 investigating and defending this action; and
32
33 4. All other relief that this Court determines is just and equitable under the
34
35 circumstances.

1 DATED this 12th day of December, 2001.

2
3 EVANS, CRAVEN & LACKIE, P.S.

4
5
6 PATRICK M. RISKEN #14632

7 Attorneys for Defendant

8 Walker Parking Consultants/Engineers, Inc.

9
10
11
12 CERTIFICATE OF MAILING

13 I hereby certify that on the 12th day of December, 2001, a true and correct copy of the
14
15 foregoing was mailed, postage prepaid, to:

16
17 Alain M. Baudry
18 Clark Whitmore
19 Maslon, Edelman, Borman &
20 Brand, LLP
21 3300 Wells Fargo Center
22 90 South Seventh Street
23 Minneapolis, MN 55402

Gary J. Ceriani/Michael P. Cillo
Davis & Ceriani, P.C.
1350 17th Street, Suite 400
Denver, CO 80202

24 John D. Munding
25 Crumb & Munding P.S.
26 1950 Bank of America Financial Center
27 601 W. Riverside
28 Spokane, WA 99201-0611

Randall L. Stamper
Thomas R. Luciani
Stamper, Rubens, Stocker & Smith, P.S.
720 West Boone
Spokane, WA 99201-2560

29 John D. Lowery
30 James Rhett Brigman
31 Daniel J. Guner
32 Riddell Williams
33 1001 Fourth Avenue Plaza
34 Seattle, WA 98154-1065

Robert L. Robart
Rudy A. Englund
Christopher B. Wells
Christian N. Oldham
Lane Powell Spears Lubersky, LLP
1420 Fifth Ave., Suite 4100
Seattle, WA 98101

ANSWER TO CROSS CLAIMS BY DEFENDANT
WALKER PARKING CONSULTANTS - 14

Evans, Craven & Lackie, P.S.

818 W. Riverside, Suite 250
Spokane, Washington 99201-0910
(509) 455-5200; fax 455-3632

1 Peter D. Byrnes
2 Ralph E. Cromwell
3 Byrnes & Keller, LLP
4 1000 Second Ave., Suite 3800
5 Seattle, WA 98104

6 William F. Etter
7 Etter, McMahon, Lamberson & Clary, P.C.
8 421 West Riverside Ave., Suite 1600
9 Spokane, WA 99201-0401

10 Ladd. B. Leavens
11 Davis Wright Tremains LLP
12 1501 Fourth Avenue
13 2600 Century Square
14 Seattle, WA 98101-1688

15 Laurel Siddoway
16 Randall & Danskin, P.S.
17 601 W. Riverside Avenue, Suite 1500
18 Spokane, WA 99201

19 Arthur W. Harrigan
20 Karl F. Oles
21 Katherine See Kennedy
22 Danielson Harrigan & Tollefson LLP
23 999 Third Avenue, 44th Floor
24 Seattle, WA 98104

Leslie R. Weatherhead
Witherspoon, Kelley, Davenport & Toole, P.S.
422 West Riverside Ave., Suite 1100
Spokane, WA 99201-0302

William F. Cronin
Paul R. Raskin
Carr Cronin LLP
1001 Fourth Avenue, Suite 3700
Seattle, WA 98154-1135

Peter M. Vial
Robert D. Stewart
McNaul Ebel Nawrot Helgren & Vance, PLLC
600 University Street, Suite 2700
Seattle, WA 98101-3143

James B. King
Keefe, King & Bowman
601 West Main Avenue, Suite 1102
Spokane, WA 99201-0605

Harry H. Schneider, Jr.
Perkins Coie
40th Floor, Washington Mutual Tower
1201 Third Ave.
Seattle, WA 98101-3099

25 
26 LINDA W. KAYNE
27
28
29
30
31
32
33
34

ANSWER TO CROSS CLAIMS BY DEFENDANT
WALKER PARKING CONSULTANTS - 15

Evans, Craven & Lackie, P.S.
818 W. Riverside, Suite 250
Spokane, Washington 99201-0910
(509) 455-5200; fax 455-3632

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of December, 2001, a true and correct copy of the foregoing was personally served the following counsel of record, at their office addresses listed below, by leaving a copy of same with the receptionist:

John D. Munding
Crumb & Munding P.S.
1950 Bank of America Financial Center
601 W. Riverside
Spokane, WA 99201-0611
Attorneys for U.S. Bank and Nuveen Plaintiffs

Leslie R. Weatherhead
Witherspoon, Kelley, Davenport & Toole, P.S.
422 West Riverside Ave., Suite 1100
Spokane, WA 99201-0302
Attorneys for the Developer Defendants

Laurel Siddoway
Randall & Danskin, P.S.
601 W. Riverside Avenue, Suite 1500
Spokane, WA 99201
Attorneys for the City of Spokane


LINDA W. KAYNE

Evans, Craven & Lackie, P.S.

818 W. Riverside, Suite 250
Spokane, Washington 99201-0910
(509) 455-5200; fax 455-3632

ANSWER TO CROSS CLAIMS BY DEFENDANT
WALKER PARKING CONSULTANTS - 16